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Attorneys for Defendant PINNACLE CREDIT SERVICES, LLC

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

ROBERT MICHAEL WILLIAMS,

Plaintiff,

vs.

TRANSUNION, LLC, EXPERIAN  
INFORMATION SOLUTIONS, INC.;  
EQUIFAX INFORMATION SERVICES,  
LLC, AMERICAN EXPRESS TRAVEL  
RELATED SERVICES, INC.; DISCOVER  
FINANCIAL SERVICES; PINNACLE  
CREDIT SERVICES, INC.; ASSET  
ACCEPTANCE, LLC; and NATIONAL  
CREDIT ADJUSTERS, LLC.

Defendants.

Case No. C-07-5956 CRB

**SUPPLEMENTAL CASE MANAGEMENT  
CONFERENCE STATEMENT BY  
PINNACLE CREDIT SERVICES, LLC**

**Date: June 27, 2008**

**Time: 8:30 a.m.**

**Courtroom: 8**

PINNACLE CREDIT SERVICES, LLC (hereinafter "PINNACLE") submits the following supplement to the Joint Case Management Conference Statement:

**2. STATEMENT OF FACTS:**

PINNACLE: PINNACLE is not a debt collector. PINNACLE purchased debt attributed to plaintiff and reported its involvement with the debt to Experian. PINNACLE received a notice of dispute from Experian and timely and appropriately responded to the dispute issue raised by Experian.

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**4. MOTIONS:**

PINNACLE: PINNACLE intends to file a motion for summary judgment.

**6. EVIDENCE PRESERVATION**

PINNACLE is aware of its responsibility under the Federal Rules to preserve evidence relevant to the issues reasonably evidence in this action, and are not aware of any document- or data-destruction program that would prevent them from fulfilling its responsibilities.

**7. DISCLOSURES**

PINNACLE has made its Rule 26 Initial Disclosure.

**8. DISCOVERY**

PINNACLE does not require any limitations on discovery.

PINNACLE has propounded written discovery on plaintiff and may need to depose plaintiff. PINNACLE agrees with factual issues previously stated regarding the scope of discovery.

**12. SETTLEMENT AND ADR**

PINNACLE is agreeable to mediation.

**13. CONSENT TO MAGISTRATE JUDGMENT FOR ALL PURPOSES**

PINNACLE is not agreeable to try the case before a Magistrate Judge.

**17. SCHEDULING**

PINNACLE would request a 2009 trial date.

**18. TRIAL**

PINNACLE would agree to a court trial. PINNACLE believes that a jury trial will require 3 to 5 days depending upon the number of parties.

Dated: June 17, 2008

**LAW OFFICES OF TIMOTHY P. JOHNSON**

By: /S/ Timothy P. Johnson  
TIMOTHY P. JOHNSON  
Attorneys for Defendant PINNACLE CREDIT  
SERVICES, LLC

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